

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 GENERAL INFORMATION

All representations and certifications must be made by the Offeror and must be filled in as appropriate. The signature of the Offeror on the cover page of this SIR/RFO (Standard Form 33 or Standard Form 26, as applicable) constitutes the making of the included representations and certifications, with the exception of the Federal Aviation Administration Acquisition Management System (AMS) Business Declaration, which is specifically required to be completed, signed and submitted with offer. Award of any contract to the Offeror shall be considered to have incorporated the applicable representations and certifications by reference.

L.1.1 Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. All questions or concerns must be addressed to the CO.

L.2 INFORMATION AND CONSIDERATIONS AFFECTING VENDOR PROPOSAL SUBMISSIONS

(a) This acquisition will involve the use of streamlined acquisition procedures employing best practices for competitive negotiated procurements as authorized by the Federal Aviation Administration Acquisition Management System (AMS) of 1997.

(b) The procurement process will involve the evaluation of the technical, management, and cost/price proposals. Evaluations involved will permit the FAA to select an offer that is the best value to the FAA.

(c) Specific attention is invited to AMS paragraph 3.2.2.3.1.2.2, Communications with Offerors. The FAA may communicate with one or more Offerors (Vendors) at any time during the SIR process. Communications with one Vendor do not necessitate communications with other Vendors since communications will be Vendor-specific. Information determined to have common application and not considered prejudicial to any Vendor will be communicated to all Vendors.

(d) This document constitutes a formal SIR for which an award may be made without further discussions/negotiations. Vendors are to consider all terms and conditions contained in the formal SIR in preparation of their proposals as set forth herein.

L.3 INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PROPOSALS

(a) Each Vendor will submit information identified in the volumes as set forth in paragraph (b) below. The data submitted should be complete, concise and relevant to the requirements of the SIR/RFO and are required to be submitted in the prescribed formats subsequently identified herein.

(b) The Offeror must submit an original and 6 copies of the proposal volumes, and an electronic version in CD format for each Volume submitted. Note: Include the CD in the original of each volume. The offeror's proposal submission shall be organized as follows:

VOL 1	OFFER, OTHER DOCUMENTS, COST, AND PRICING
Part A	OFFER AND OTHER DOCUMENTS
Section 1	Solicitation Cover Page (and amendments if applicable) - signed by authorized representative of company
Section 2	SIR Section I - filled in and signed
Section 3	SIR Section K- filled in and signed
Section 4	Business Declaration Form
Part B	COST AND PRICING
Section 1	Pricing Table-(Section B.2) completed

Section 2	Attachment J.6 Price Element Breakdown, completed
Section 3	Cost Methodology
VOL 2	MANAGEMENT, TECHNICAL, AND PAST PERFORMANCE PROPOSAL*
Part A	Management Proposal
Section 1	Management Approach, to include draft Management Plan per Section C.17.1
Section 1.1	Teaming Arrangements
Section 1.2	Management Organization
Section 2	Transition
Section 2.1	Transition Methodology, to include draft Transition Plan per Section C.17.2
Section 2.2	Transition Timeline
Section 2.3	Transitional Staffing
Section 2.4	Transitional Staff Qualifications
Part B	Technical Proposal
Section 1	Staffing
Section 1.1	Steady State Staffing
Section 1.2	Temporary Additional Staffing (Surge Response)
Section 1.3	Maintenance of Staff Certifications and Qualifications
Section 1.4	Records Control
Section 2	Continuity of Operations
Section 3	Quality Assurance
Section 3.1	Supervision of Security Officers
Section 3.2	Quality Control
Part C	Past Technical Performance
Section 1	Relevant Past Experience and Performance
Section 2	Related Experience

* No reference to costs/prices shall be made in Volume 2.

L.4 PROPOSAL PRESENTATION, FORMAT AND CONTENT

(a) A binder cover sheet shall be affixed to each volume, which clearly identifies each volume number, volume title, copy number, the SIR identification, and Offeror's name.

(b) All information shall be provided in a three ring binder, one binder per volume, and shall be submitted on standard letter size 8½ x 11 inch paper printed single side. Foldout pages are not acceptable. Font and margin requirements do not apply to figures or tables, but must be easily readable. The proposal pages shall be numbered sequentially. Any items embedded within a document shall be objects only, not links. Font size shall be 12, in Times New Roman font with top and bottom margins equal to 1.0 inch, and left and right margins equal to 1.0 inch. The FAA may make black and white copies of offerors' proposals for evaluation purposes.

(c) Tab indexing shall be used to identify all sections in a volume. Each volume shall be organized such that an extensive search of Government required documents is not necessary to review the proposal. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.

(d) All electronic file contents shall exactly match print versions of submitted documents. In the event of discrepancies between the two, printed documents will prevail. Electronic submissions shall be accompanied by a printed inventory that identifies all CDs, their file contents, and their electronic formats. All CDs and files shall be labeled with your firm's name, solicitation number, submission date, and the words "Source Selection Sensitive."

(e) Proposals must contain comprehensive, concise, factual information and complete and substantiated price data. Submittals must provide documentation to substantiate any statement of fact. General statements indicating that the Offeror understands the requirements of the work to be performed, or simple rephrasing or restating of the

Government's requirements will not be considered adequate. Similarly, submittals containing omissions or incomplete responses to the requirements of this SIR, or that merely paraphrase the Statement of Work (SOW), or that use nonspecific phrases such as "in accordance with standard procedures" or "well-known techniques" will also be considered inadequate. Deficiencies of this kind may be cause for rejection of the offer. Submissions that do not specifically address all specifications or requirements will not be evaluated. The information provided is assumed to be accurate and complete.

L.5 VOLUME 1 – OFFER, OTHER DOCUMENTS, COST, AND PRICING

(a) Volume 1, Part A shall be submitted WITHOUT any reference to pricing information.

L.5.1 VOLUME 1, PART A – OFFER AND OTHER DOCUMENTS

(a) Volume 1, Part A consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, other statements of the Offeror, and any other administrative information. Each Offeror shall provide within this volume a table of contents depicting what is contained in each of the volumes submitted in the Offeror's proposal, as well as a listing of all acronyms used and a glossary of terms.

L.5.1.1 VOLUME 1, PART A, SECTION 1 - SOLICITATION COVER PAGE

(a) The Offeror shall have an official who is legally authorized to bind the Offeror to a contract sign the cover page, block 16. If issued, all solicitation amendments must be signed and submitted here.

(b) The cover page, titled Solicitation, Offer, and Award, block 11-17 are contractor fill-ins and are self explanatory. In the block with its name and address, the Offeror should supply the Contractor Establishment Code applicable to that name and address. The number should be preceded by "CEC". Offerors should take care to report the correct CEC and not a similar number assigned to the Offeror in a different system. The CEC is a 9 digit code assigned to a contractor establishment which contracts with a Federal executive agency. The CEC system is a contractor identification coding system which is currently the Dunn and Bradstreet Data Universal Numbering System (DUNS). The CEC system is distinct from the Federal Taxpayer Identification Number (TIN) system.

L.5.1.2 VOLUME 1, PART A, SECTION 2 - SIR SECTION I, CONTRACT CLAUSES

The Offeror shall complete the required fill-in portions of Section I, Contract Clauses and include Section I in the offer.

L.5.1.3 VOLUME 1, PART A, SECTION 3 - SIR SECTION K, REPRESENTATION, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

The Offeror shall complete Section K, Representations, Certifications, and Other Statements of Offerors and include Section K in the offer.

L.5.1.4 VOLUME 1, PART A, SECTION 4 - BUSINESS DECLARATION FORM

Offeror is required to completely fill out and sign the FAA Business Declaration Form FAA Template No. 61 (rev. 10/08) and include this form in the offer.

L.5.2 VOLUME 1, PART B - COST AND PRICING

(a) Volume 1, Part B consists of the cost and pricing information for the offer.

L.5.2.1 VOLUME 1, PART B, SECTION 1 – PRICING TABLE (SECTION B.2) COMPLETE

(a) Complete Sections B as described below. In the case of a discrepancy between the unit price and extended price, the unit price will be considered to be the correct price.

(b) In accordance with Section B.2 of this solicitation, the Offeror is required to add in the estimated unit cost for each line item, including profit or fee. The Offeror must submit unit prices for all CLINs shown in Section B.

L.5.2.2 VOLUME 1, PART B, SECTION 2 – ATTACHMENT J.6 PRICE ELEMENT BREAKDOWN

(a) The attached Excel workbook contains the following: one worksheet named “CLIN Costs by Site” and seventy-two (72) Price Element Breakdown (PEB) worksheets that are site specific. The site specific worksheets are named with the site number which correlates to the second (2nd), third (3rd) and fourth (4th) digits of the CLIN number, e.g. Site 70 worksheet corresponds to CLIN X070X (Section B.2.3) which is LAS/ATCT (Las Vegas/Air Traffic Control Tower).

(b) The facilities to be priced are those sites that do not have the word “Reserved” in the CLIN Costs by Site workbook in the site CLINs XXXX1 through XXXX4 cells. Those sites with "Reserved" listed are not presently intended to be tasked through this contract. However, the FAA intends to reserve the right to put them on this contract at a later date.

(c) To complete this workbook, first fill in the PEB worksheets. These worksheets will document how each facility’s hourly labor rates were derived for all contract periods. The labor rates to be documented include the rates used to price both CLIN XXXX1 FFP Basic Service and CLIN XXXX3 T&M hourly labor rates. After both CLIN XXXX1 FFP Basic monthly and annual amounts and CLIN XXXX3 T&M labor rates have been calculated, complete the CLIN Costs By Site worksheet, providing prices for all facilities for all contract periods that do not have the word “Reserved” in their respective CLIN XXXX1 through XXXX4 cells.

(d) The \$55 cost for the Contractor Acquired Government Property (CAGP) Cabinet has already been entered into the CLIN Costs by Site worksheet.

(e) The Summary Costs by Site spreadsheet will reflect total costs per site per contract period. The CLIN Costs by Site worksheet will be copied and pasted into the Part A.1 –The SIR version of Section B pricing tables has empty cells that will be filled in once the Price Submission Worksheet has been prepared and the CLIN Costs by Site worksheet has been copied and pasted into Section B. The following notes explain the SIR pricing tables B.2.1 through B.2.3:

- (1) CLINs XXXX1A (CLIN Range 00011A – 40851A) FFP Transition. In the CLIN Pricing Tables B.2.1 through B.2.3, the table cells for Transition are FFP Unit Costs for the transition activities associated with the specific site. This is a one time cost for the transition of the site from the existing contract to this contract. The costs of transition include the initial equipping of the security officers with uniforms and weapons, the upfront training and the needed provisioning of the site except for the CAGP Record Cabinet addressed in L.5.2.2.(e).(5) below. The Transition Cost for a site is to be inserted into the cell that is appropriate for the earliest period in which the site could be transitioned. A value is to then be additionally entered in each of the later Periods of Performance in the event that the site transitions in a later contract period. Those CLINs that are listed as “Reserved” reflect that the FAA does not plan to provide Transition to these facilities initially on this contract. However, as stated above, these sites may be added to the contract at a future date.
- (2) CLINs XXXX1B (CLIN Range 00011B – 40851B) FFP Basic Service. In the CLIN Pricing Tables B.2.1 through B.2.3, the table cells for Basic Services monthly FFP amounts either have no dollar values listed or have the word “Reserved” entered in them. The cells that have no dollar values reflect that Basic Services prices are to be proposed for those respective facilities. Cells that list “Reserved” reflect that the FAA does not plan to provide Basic Services to these facilities initially on this contract. However, as stated above, these sites may be added to the contract at a future date.
- (3) CLINs XXXX2 (CLIN Range 00012 – 40852) FFP Temporary Additional Service (TAS). In the CLIN Pricing Tables B.2.1 through B.2.3, the table cells for Temporary Additional Service are shaded and list an acronym “TBD” to indicate that pricing for these facilities will be established when the need for these services arise.

- (4) CLINs XXXX3 (CLIN Range 00013 – 40853) T&M Labor Hour Emergency Security Service (ESS). In the CLIN Pricing Tables B.2.1 through B.2.3, the table cells for the facility specific T&M labor rates do not show a dollar amount because the vendor must propose these rates.
- (5) CLINs XXXX4 (CLIN Range 00014 – 40854) FFP CAGP Record Cabinet. In the CLIN Pricing Tables B.2.1 through B.2.3 the cells for CAGP Record Cabinet Unit Price and Total Base Period Price reflect \$55 for all facilities that will receive Basic Service and have not received a Record Cabinet under the National Security Officer Bridge Contract.

L.5.2.3 VOLUME 1, PART B, SECTION 3 – COST METHODOLOGY

The offeror must provide a description of the methodology used to develop the costs for each site and provide information on the source of the numbers that are used to provide the firmed fixed price for each site. This information is to be provided for all the sites priced as a group as opposed to individual sites.

L.6 VOLUME 2 – MANAGEMENT, TECHNICAL, AND PAST PERFORMANCE PROPOSAL

- (a) Volume 2 shall be submitted WITHOUT any reference to pricing information.
- (b) Volume 2 shall be limited to 50 pages. Not included in this limit are the one page narrative describing the prime and subcontractor arrangement, if one exists, as discussed in section L.6.3.1.(d) and the six (6) projects submitted for all subcontractors using the form provided as Attachment 2, as discussed in section L.6.3.1. The three projects submitted by the prime contractor count against the 50 page limit.
- (c) Volume 2 consists of information on the Offeror's processes and procedures that will be implemented to ensure that Security Officer (SO) services are provided in a timely manner and are maintained at a professional level for the duration of the contract, in accordance with the requirements set forth in section C. In response to this Evaluation Factor, Offerors shall provide their processes and procedures related to their Management and Technical proposal as well as their past performance in the areas specified below.

L.6.1 VOLUME 2, PART A, MANAGEMENT PROPOSAL

Volume 2, Part A consists of information on the Offeror's processes and procedures that will be implemented to ensure that SO services are provided in a timely manner and are maintained at a professional level for the duration of the contract, in accordance with the requirements set forth in section C. In response to this Evaluation Factor, Offerors shall address their Management Approach and Transition. The Offeror shall present a draft of their Management Plan and Transition Plan as part of this proposal. These draft plans can be presented without cover pages, table of content, definitions, or acronym lists. They do count against the 50 page limit for Volume 2. Information that is presented in the draft Management Plan and the draft Transition Plan need not be duplicated in the rest of the volume. Final versions of these plans will be approved by the FAA as CLIN items after contract award.

L.6.1.1 VOLUME 2, PART A, SECTION 1 - MANAGEMENT APPROACH

The FAA desires that Offerors provide management strategies and proposed solutions demonstrating how they will result in better value to the government. Management Approach includes specific information on subcontracting arrangements that may be implemented to ensure site coverage. The Management Organization of the Offeror, to include all subcontractors, shall be presented the details of responsibility and authority for fulfilling the requirements of this SIR shall be provided. Offerors must include their Draft Management Plan per Section C.17.1 here.

L.6.1.1.1 VOLUME 2, PART A, SECTION 1.1 - TEAMING ARRANGEMENTS

The Offeror, the prime contractor, shall provide information on the division of responsibility and authority between the firms within the Offeror's proposal. Offerors must clearly identify the prime contractor and all subcontractor relationships. Offerors must submit only one prime contractor per offer. The information provided

shall detail the primary point of contact for all correspondence and the processes that will be followed to disseminate information to other team members.

L.6.1.1.2 VOLUME 2, PART A, SECTION 1.2 - MANAGEMENT ORGANIZATION

Describe the management organization that will be established to manage the day-to-day as well as emergency / contingency operations that require short/no notice augmentation of established SO levels at one or more sites.

L.6.1.2 VOLUME 2, PART A, SECTION 2 - TRANSITION

Transition of facilities to this contract will require detailed planning to ensure that personnel and processes are in place to assume guard service responsibilities at 0001 AM on the date of assumption of the service. Transition will require that multiple sites transition to the Offeror's service at the same time. Other sites will transition according to the FAA provided waterfall schedule. Transition plans should address the utilization of incumbent personnel at the sites where services are to be provided.

L.6.1.2.1 VOLUME 2, PART A, SECTION 2.1 - TRANSITION METHODOLOGY

Describe the methods to be used to provide for the timely delivery and proper documentation of all contract required transition training considering the magnitude of training requirements and allotted time to accomplish it. The methodology shall address Offeror required site visits to identify site unique requirements and to meet / interview incumbent personnel. Offerors must include their Draft Transition Plan per Section C.17.2 here.

NOTE – In no event shall any proposed plan for training be dependent upon availability of Government personnel after normal business hours (e.g. overseeing training during evenings and weekends).

L.6.1.2.2 VOLUME 2, PART A, SECTION 2.2 - TRANSITION TIMELINE

The Offeror shall outline all significant transition steps and the associated timeframes for completing all steps to assure timely performance start up including but not limited to timely provision of all contract required equipment, licensing, permits and required contract training. Also included is any time required for FAA supported training on site specific equipment.

NOTE - In no event shall any proposed transition timeline include assumptions that the government will waive or defer ANY contract requirements.

L.6.1.2.3 VOLUME 2, PART A, SECTION 2.3 - TRANSITIONAL STAFFING

The Offeror shall describe their processes to be used to acquire the necessary staff to successfully transition and maintain required security operations at the designated facilities. It is not necessary to address each site separately, but rather to state the standard process that will be followed. If there is a site with unique requirements, then that site(s) must be addressed separately.

This section shall also address staffing at the Offeror's headquarters or local area offices which will be necessary to support this effort and whether or not this headquarters staffing level will remain intact after transition is complete.

L.6.1.2.4 VOLUME 2, PART A, SECTION 2.4 – TRANSITIONAL STAFF QUALIFICATIONS

The Offeror shall describe how it will ensure that each SO has the required certifications and qualifications or how the requisite training or certification course will be provided to ensure that all SOs are fully qualified before commencing work at an FAA facility.

L.6.2 VOLUME 2, PART B – TECHNICAL PROPOSAL

Volume 2, Part B will be submitted WITHOUT reference to pricing information.

This section consists of information on the Offeror's processes and procedures that will be implemented to ensure that SO services are provided in a timely manner and are maintained at a professional level for the duration of the

contract, in accordance with the requirements set forth in section C of this solicitation. In response to this Evaluation Factor, Offerors shall address their Staffing, Continuity of Operations, and Quality Assurance.

L.6.2.1 VOLUME 2, PART B, SECTION 1 - STAFFING

In this section, the Offeror shall describe its processes for maintaining the quality and quantity of staffing to meet the requirements of this contract. This includes the unexpected departure of personnel and those personnel who are found to be unqualified or non-certified for the site they are supporting.

L.6.2.1.1 VOLUME 2, PART B, SECTION 1.1 - STEADY STATE STAFFING

The solicitation, Section C, includes the shift coverage requirements that may be ordered by the Government, which exceed the initial known basic SO Service hours reflected in the post exhibits. The Offeror shall describe how the staffing process will change, if at all, once the contracted facilities are fully staffed.

L.6.2.1.2 VOLUME 2, PART B, SECTION 1.2 - TEMPORARY ADDITIONAL STAFFING / EMERGENCY SECURITY SERVICE

Similarly, Section B of the solicitation includes a requirement to price Temporary Additional Staffing (TAS) and Emergency Security Service (ESS) which may be ordered by the Government. These additional hours may be ordered at anytime during the performance period of this contract and may do so without providing for a “phase-in” period. Provide a staffing plan that details how your firm intends to staff those hours up to the maximum quantities identified in the contract to include supporting TAS and ESS requirements. Your staffing plan should detail how you intend to provide fully licensed, trained/certified SOs to meet the total estimated hours of this solicitation (i.e. all, or a large portion of the hours may be ordered at once, without providing for additional phase-in time to meet those requirements). In addition, the Offeror shall provide a detailed Relief Plan indicating the Offerors approach in providing Relief as well as the specific hours allocated to Relief.

L.6.2.1.3 VOLUME 2, PART B, SECTION 1.3 - MAINTENANCE OF STAFF CERTIFICATIONS AND QUALIFICATIONS

The SOW, sections C.6, C.7, C.9, and C.13, provide the certifications and qualifications required for every SO at an FAA facility. If a SO’s certification or qualification expires, they are not authorized to work at FAA facilities. In the event that a SO is found to have an expired qualification or certification, the FAA considers this an unstaffed post and the hours in which the guard was uncertified or qualified will be deducted from the subsequent invoice. The unqualified/non-certified SO is to be replaced by a SO who meets the requirements of the SOW as stated above. The Offeror is to provide:

- (a) Detailed information on the system(s) employed to document and track the status of each SO’s qualifications and certifications. At a minimum, the Offeror shall describe how its system provides for the tracking of the specific requirements for SOs as listed in the SOW sections referenced above.
- (b) Specific information on the process of tracking the expiration and renewal of certifications and qualifications in order to ensure that the SO is fully certified and qualified to fulfill the position to which assigned.

L.6.2.1.4 VOLUME 2, PART B, SECTION 1.4 - RECORDS CONTROL

Section J, Attachment J-7, provides a list of individual SO records that are required to be maintained at the facility to which the SO is assigned. These records must be readily available for inspection during routine FAA inspections and in the event of an occurrence that would necessitate the review/validation of SO qualifications and certifications. These on-site records shall include those of any SOs who are routinely assigned to a facility to supplement the normal guard force during leave and holiday periods. SOs who are temporarily assigned to a facility for a period of less than forty-eight (48) hours of elapsed time must have their records available for review at the Offer’s nearest corporate headquarters building.

This requirement for records at the facility is not intended to preclude the offeror from developing and maintaining an electronic training, certification, and qualifications records system as described in L.6.2.1.3 above. The Offeror is to provide:

- (a) Information on how the status of the on-site records will be maintained.
- (b) The process for granting access to FAA and Offeror's personnel for the review and updating of the individual SO's records.
- (c) Information on how Personal Identifiable Information (PII) will be safe guarded while adhering to the Section C.11 requirement to provide copies of records on-site.

L.6.2.2 VOLUME 2, PART B, SECTION 2 - CONTINUITY OF OPERATIONS (COOP)

Given the sensitive nature of the FAA facilities to be protected by SOs under this contract, it is imperative that policies and procedures be in place to ensure the continuity of SO operations at each facility. It is noted that an event requiring implementation of continuity of operations procedures may result in a reduction in requirements due to partial or full closure of Government facilities and/or realignment of requirements based on the importance of continued operations at certain Government facilities due to the mission of their tenants or security level.

- (a) Summarize your strategies for identifying and tracking Emergencies and Pandemics
- (b) Summarize your strategies for Tracking Impact of Emergencies and Pandemics on the SO Workforce
- (c) Identify your firm's compliance with applicable Occupational Safety and Health Administration regulations
- (d) Summarize your strategies for realignment and augmentation of resources to ensure contractual requirements will be met, to include:
 - (1) Challenges associated with maintaining SO services during an extended emergency event, such as a pandemic that may occur in repetitious waves
 - (2) Any time lapse associated with the initiation of the acquisition of necessary personnel, resources and/or supplies and their actual availability on site
 - (3) The components, processes, and requirements for the identification, training, and preparedness of contractor personnel who are capable of relocating to alternative facilities
 - (4) Prioritization and Deployment of a Limited or Dwindling Workforce
 - (5) Education and Protection of Workforce to Minimize Operational Impacts
 - (6) Acquisition, Storage, and Distribution of Personal Protective Equipment
- (e) Summarize your planned communication with your workforce and Government, to include:
 - (1) Any established alert and notification procedures for mobilizing identified "critical Contractor service personnel"
 - (2) Approach for communicating expectations to employees regarding their roles and responsibilities during an emergency
 - (3) Any associated changes needed to the Contractor's information technology infrastructure to support the contract in an emergency

L.6.2.3 VOLUME 2, PART B, SECTION 3 - QUALITY ASSURANCE

The guarded FAA facilities are important elements in the control of air traffic across the United States and its territories. It is imperative that the quality of guard services provided be of the highest possible. The Offeror must provide the details of its quality assurance program that will ensure that high quality, professional services will be provided for the duration of the contract. Information must be provided as to the process for detecting inadequate performance and the methods for rectifying it.

L.6.2.3.1 VOLUME 2, PART B, SECTION 3.1 - SUPERVISION OF SECURITY OFFICERS

(a) Provide the proposed ratio of supervisors to productive SOs. Supervisors are those personnel whose sole duty it is to supervise productive SOs. A “Lead SO” or similar title will not constitute a “supervisor”.

(b) Provide your firm’s supervisory processes and procedures for ensuring contract requirements are met throughout the period of performance. This should include, but is not limited to specification of the physical location/geographic duty location(s) of proposed supervisors and a description of the supervisory methods employed and frequency of supervision.

(NOTE – The Government defines a Lead SO as a single point of communication at a facility, identified by post orders, for the purpose of communicating operational and facility specific info to the security force at a facility. In addition, the government’s review and acceptance of an Offeror’s proposed supervisory ratio, will not alleviate the vendor from modifying (i.e. increasing) the amount of supervision after contract award should the Government’s or contractor’s oversight and inspections reveal systemic problems with performance. If at any time the vendor determines that additional supervision beyond what was initially proposed, is needed to address performance issues, such additional supervision will be provided at no additional cost to the Government

L.6.2.3.2 VOLUME 2, PART B, SECTION 3.2 - QUALITY CONTROL (QC)

(a) Describe the Methods of Inspection to be used and delineate specifically what is inspected.

(b) Detail processes for addressing non-compliance issues (employee and other).

(c) Address the proposed frequency, locations and methods of documenting inspections.

(d) Describe all information generated by the contractor’s QC inspection program that will be transmitted to the Government. In addition describe how inspection results and corrective actions will be communicated to the Government, including the timing, content and format of those communications.

NOTICE TO OFFERORS: Submission of information under the “Management Approach” factor in response to the solicitation does not take the place of or otherwise diminish the successful contractor’s requirement to submit detailed related contract deliverables (e.g., Transition Plan and Management Plan) after contract award. Rather, the information provided in response to this factor should be detailed enough (without exceeding prescribed page limitations) to present the Offeror’s strategy and/or innovative solutions to delivering the highest quality security services in full compliance with all contract requirements. After award of the contract, the successful contractor’s Management Approach will be incorporated into the contract. Notwithstanding this incorporation, the successful Contractor will be required to submit detailed contract deliverables which not only provide greater detail than what is provided with the quote or proposal, but also fully delineates the planned implementation of the promised approach(s) and plans for communicating results to the COTR throughout contract performance.

L.6.3 VOLUME 2, PART C - PAST TECHNICAL PERFORMANCE

(a) Volume 2, Part C, shall be submitted WITHOUT any reference to pricing information

(b) The technical proposal will be used to enable the Technical Evaluation Team to assess each Offeror's level of familiarity with an understanding of the work to be performed under the resultant contract. Technical proposals will be evaluated to obtain capability information and assess the effectiveness of the Offeror’s response to the SIR.

(c) The offer must submit sufficient details so that the FAA can ascertain the offerors capabilities to fill the technical requirements of the Solicitation.

(d) Describe the manner by which the Offeror proposes to meet the requirements of the SOW by addressing the following:

- (1) Proof of the required years of experience
- (2) Established processes for training security officers
- (3) Established procedures for tracking the currency of certifications and qualifications
- (4) The ability to respond to short or no notice surges in requirements for qualified personnel

- (5) The ability to meet transition schedule

L.6.3.1 VOLUME 2, PART C SECTION 1. - RELEVANT PAST EXPERIENCE AND PERFORMANCE

(a) The Offeror shall demonstrate relevant past experience and performance or affirmatively state that it possesses no relevant past experience and performance. Relevant past experience and performance is experience and performance under projects (currently being performed or performed within the past five years although those projects of short duration or recently awarded may be considered as slightly less relevant and/or presenting a higher performance risk given the shorter period of performance) that are of a similar or directly related scope, magnitude and complexity to that described in the solicitation and as defined below. The Government will also consider the quality of the Offeror's relevant past performance.

The Offeror must complete up to three (3) **Relevant Past Experience and Performance History** forms, Attachment L.1, that provide information on the projects/contracts that the Offeror believes are relevant to this solicitation. Where subcontracting arrangements are proposed, an additional maximum of three (3) projects for each subcontractor may be submitted. However, the maximum number of projects that will be evaluated per proposal is nine (9). Three (3) history forms shall be for the prime contractor and a maximum of six for all sub-contractors. The maximum for a single sub-contractor shall be three (3).

Concurrent with the Relevant Past Experience and Performance History form, the Offeror is to provide to each of the customers referenced, a corresponding **Past Performance Questionnaire** to be completed by that customer and returned to the FAA at the address provided in section L.8.(a) by the time and date provided in section L.8.(b). Information provided in the response to this factor will assist the Government in determining the degree of risk associated with award of this project to the Offeror in question, based upon that Offeror's past and present performance on other relevant projects. It is the Offeror's responsibility to follow-up with their customers to ensure that the completed questionnaires are provided to the FAA by the deadline provided in section L.8.(b)

(b) To allow for an upgrade or downgrade to the Past Performance rating, the Government reserves the right to obtain information from sources other than those identified by the Offeror. An evaluation of relevance will be done for no more than three (3) projects submitted by the Offeror for itself and for no more than six (6) projects submitted for all subcontractors. The Offeror is therefore cautioned to submit only its three (3) most relevant efforts and is cautioned to submit only the six (6) most relevant efforts of subcontractors. If the Offeror or its subcontractors submit more than three (3) projects each for consideration, only three (3) per entity will be reviewed up to a maximum of nine (9). The three (3) reviewed for each entity will be the first three (3) as displayed within the proposal from front to back.

(c) The Government will determine the relevance of a past performance project/contract by analyzing the following and comparing it to the SIR:

- (1) "Scope" by considering the type of service provided (i.e., "Is the project/contract for security officer services?");
- (2) "Magnitude" by considering various measures such as, but not limited to, any or all of the following: number of productive hours per year, number of SO personnel to support the effort, and total contract value; AND
- (3) "Complexity" by considering various measures such as, but not limited to, any or all of the following: whether or not SOs are armed; type of SO qualifications and training requirements; type of permit, licensure and certification requirements in performance of the effort; typical duties/responsibilities required of security force; type of protection required (e.g. interior and exterior building protection vs. exterior-only protection and gate access control); and the number and geographic dispersion of service sites under a single project.

(d) Where Offeror subcontracting arrangements are proposed, a narrative shall be submitted as part of the proposal which clearly details the roles, responsibilities, and distribution of effort (by type and percentage)

between the parties in performance of the Government's requirement. This information should be provided by the prime contractor as a one (1) page supplement to its Relevant Past Performance History forms and will not count against the 50-page size limitation on the proposal.

(e) Where an Offeror provides projects performed by its managers, key personnel, subcontractors or other partners for consideration, the Government will evaluate the past performance of its proposed managers, key personnel, subcontractor or other partners separately and consider its findings about them, in conjunction with information provided as required in paragraph D above, when determining the risk associated with the proposal and assigning the appropriate rating to the proposal. The Government will determine whether the past performance of a contractor's, managers, key personnel, subcontractors or other partners offsets the risk of doing business with a prime contractor that has no or limited experience and past performance of its own. The Government may decide not to attribute to the prime contractor, as an organization, the past performance of its managers, key personnel, subcontractors or other partners.

(f) If the government attributes to the successful Offeror the past performance of its proposed managers, key personnel, subcontractors or other partners, the successful Offeror's proposal will be incorporated into the resultant contract as a requirement. In such cases the subject managers, key personnel, subcontractors or other partners shall not be replaced without prior approval of the Contracting Officer.

L.6.3.2 VOLUME 2, PART C, SECTION 2 - RELATED EXPERIENCE

Offerors shall submit, in their own format, the following information as part of their proposal for both Offeror and proposed major subcontractor with regard to the applicable experience that each vendor has that is related to the provisioning of guard services. This information need not be specifically security officer services, but may include contracts or events that provide the Government with information related to how the Offeror will perform under the contract resulting from this solicitation.

(a) The Offeror may describe any awards or certifications that indicate the offeror possesses a high-quality process for providing the security services required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other government quality awards, and private sector awards or certifications (e.g., the automobile industry's QS 9000, Sematech's SSQA, or ANSI/EIA-599). Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(b) The Offeror's Related Experience submission shall not exceed two (2) pages for the prime contractor and four (4) pages for subcontractors. The Related Experience submission for a single subcontractor shall not exceed two (2) pages. The Related Experience submission pages do not count against the 50 page limit for Volume 2.

L.7 TIME, DATE, PLACE, AND SUBMISSION OF PROPOSALS

(a) ADDRESS – Proposals must be sent to the following address:

ATTN: Cynthia Birks
Federal Aviation Administration
Department of Transportation
950 L'Enfant Plaza South SW, Suite 300, Workstation 090
Washington, DC 20024
Telephone: 202.385.6787

Alternate Delivery Telephone: 202-385-6691 (Charles Lingafelt)

(b) TIME AND DATE – Proposals must be received by the FAA at the above location no later than **2:00 p.m. Eastern Time on Thursday, February 9, 2012**. Offerors must request receipts for proposals if one is desired. All Amendments issued, if any, must be signed and submitted with the Offerors proposal.

(c) SIGNED ORIGINALS – Offerors must provide one signed original and all required copies.

(d) PROPOSAL SUBMISSION – Offerors assume full responsibility of ensuring that proposals are received at the place and by the date and time specified above. Facsimile or E-Mail submittals of proposals will not be accepted.

L.8 NUMBER OF AWARDS

The FAA will award one contract resulting from this individual Service Area SIR.

L.9 EXPENSES RELATED TO OFFEROR SUBMISSIONS

The FAA will not pay any costs incurred in the preparation or submission of any response to this solicitation or in making necessary studies for the preparation thereof, or to acquire, contract for any services including attendance of any solicitation conference.

L.10 RESPONSIBLE PROSPECTIVE CONTRACTORS

An Offeror must also be found responsible in accordance with FAA AMS Clause 3.2.2.2 prior to award of any contract. As a minimum, to be determined responsible, a prospective Offeror must:

- (a) Have adequate financial resources to perform the contract and the ability to obtain resources;
- (b) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all other business commitments;
- (c) Have a satisfactory record of integrity and business ethics;
- (d) Have a satisfactory performance record; and
- (e) Have the necessary organization, experience, accounting and operational controls.

L.11 COMMUNICATIONS WITH OFFERORS

(a) Communication with potential offerors may take place throughout the source selection process. Information disclosed as a result of oral or written communications with an offeror may be considered in the evaluation of the Offeror's submittal(s).

(b) Communications with one offeror may not necessitate communications with other offerors. The FAA reserves the right to conduct Communications with all, some, or none of the offeror(s), as circumstances warrant.

L.12 RELATIONSHIP BETWEEN SECTIONS L AND M

Your attention is directed to the functional relationship between Sections L and M of this SIR/RFO. Section L provides information for the purpose of organizing the proposal and is not intended to be all-inclusive. Section M describes evaluation factors for award. Since the Government evaluation of proposals will cover all areas identified in Section M, proposals should address all such areas for evaluation.

L.13 PROPOSAL ACCEPTANCE

- (a) Only one proposal from each Vendor shall be considered.
- (b) The FAA reserves the right to consider as acceptable only those proposals submitted in accordance with the requirements set forth in the SIR/RFO which demonstrate an understanding of the complexity and scope of the requirements.
- (c) The FAA further reserves the right to reject, as unacceptable, proposals deleting or altering technical requirements.

L.14 FAA AMS CLAUSE 3.1-1 CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers** (July 2004)
- 3.2.2.3-6 Submittals in the English Language** (July 2004)
- 3.2.2.3-7 Submittals in U.S. Currency** (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals** (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests** (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offer** (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals** (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data** (July 2004)
- 3.2.2.3-17 Preparing Offers** (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations** (February 2009)
- 3.2.2.3-19 Contract Award** (July 2004)
- 3.13-4 Contractor Identification Number - Data Universal Numbering System (DUNS) Number** (April 2006)

L.15 FAA AMS CLAUSES AND PROVISIONS INCORPORATED IN FULL TEXT

3.2.2.3-20 Electronic Offers (July 2004)

- (a) The Offeror (you) may submit responses to this SIR by the following electronic means: none. Your offer must arrive at the place and by the time specified in the SIR.
- (b) Electronic offers must refer to this SIR and include, as applicable, the item or sub-items, quantities, unit prices, time and place of delivery, all representations and other information required and a statement specifying the extent of your agreement with all the FAA's (we) terms, conditions, and provisions.
- (c) We may decline to consider electronic offers that do not include required information, or that reject any of the terms, conditions and provisions of the SIR.
- (d) We reserve the right to make award solely on the electronic offer. However, if the CO requests, you must promptly submit the complete original (hard copy) signed proposal.
- (e) Send your offer electronically to: not applicable.
- (f) If you chose to send your offer electronically, we will not be responsible for any failure attributable to transmitting or receiving the offer.

(End of provision)

3.2.4-1 Type of Contract (April 1996)

The FAA contemplates award of an Indefinite Delivery Indefinite Quantity contract resulting from this Screening Information Request.

(End of provision)

3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

- (a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in

accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)